

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: December 15, 2017

TO: MAYOR AND CITY COUNCIL

FROM: Maree Peck, City Clerk

SUBJECT: Live After 5 Concert Series

DESCRIPTION/BACKGROUND:

Live After 5 Agreement 2018

STAFF RECOMMENDATION:

The Agreement approved by City Council for 2016 was presented as a template at the December 6, 2017 City Council meeting. Revisions have been made for administration purposes such as changing the date when the park fee is due for audit purposes since September 30th is the last day of the fiscal year, revised the due date for the damage deposit from 5 days to 10 days prior to the first event as there have been issues in obtaining the damage deposit in sufficient time and the park fee was changed in order to coordinate with the current fee which has been revised and approved by City Council since the 2016 agreement has been approved. Attachment "C" is included that requires the event organizer to provide information on whether local vendors have been contacted and will participate in the event.

ACTION:

City Council adoption of the proposed resolution and agreement as presented.

WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? No

ATTACHMENTS:

City Council minutes of December 6, 2017

Draft resolution

Draft agreement with attachments

MINUTES
REGULAR MEETING OF THE SANDPOINT CITY COUNCIL
December 6, 2017

H. LIVE AFTER 5 CONCERT SERIES

Tyler Davis of Davis Enterprises, Inc., stated that, initially, his event was approved by City Council for the 2016 summer season. There was some interest from local vendors prior to Council's approval last year, but vendors lost interest after approval. He suggested allowing non-local vendors to participate after offering first right of refusal to local vendors for a period of 60 days. He said he could advertise and set up a time, for example, from January 1st through February 28th for local vendors to sign up. He said he spoke with Dyno Wahl with The Festival at Sandpoint regarding the possibility of using local vendors who participate in their event. He explained that he is requesting an additional hour in order to have sufficient time for set up, tear down and time to clean the park.

Councilman Camp moved that City Council approve the request to hold the Live After 5 concert series in Farmin Park from July 3, 2018, through August 28, 2018, and direct City staff to bring a proposed resolution and draft agreement to the December 20, 2017, City Council meeting based on discussions. **Councilman Eddy seconded the motion.**

Councilwoman Ruehle suggested that, if approved, to incorporate good faith language to substantiate the first right of refusal for local businesses. City Attorney Scot Campbell stated that proof of first right of refusal and advertising for local vendors can be done administratively based on City Council discussion.

A roll call vote of Council resulted as follows:

Councilwoman Williamson	Yes
Councilman Eddy	Yes
Councilwoman Ruehle	Yes
Councilman Aitken	Yes
Councilman Camp	Yes
Councilman Snedden	Yes

The motion passed by a unanimous vote of Council.

No: 17-
Date: December 20, 2017

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

**TITLE: FARMIN PARK EVENT USE AGREEMENT WITH DAVIS ENTERPRISES FOR
LIVE AFTER 5 CONCERT SERIES**

WHEREAS: Davis Enterprises, Inc., has submitted a request to the Parks and Recreation Director to hold their weekly Live After 5 concert series on Tuesdays from July 3, 2018, through August 28, 2018, in Farmin Park, which falls under City Code 7-10-3-B, a "Category 2" special event (more than 150 people expected), requiring City Council approval;

WHEREAS: A written agreement between the City and Davis Enterprises, Inc., has been prepared and has been reviewed and approved by the City Attorney; and

WHEREAS: As a condition of the Agreement, Davis Enterprises shall pay \$440 for each day of park use, as well as a \$150 encroachment permit payment per concert season for approved right-of-way use.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor is hereby authorized, on behalf of the City, to execute the Live After 5 Agreement 2018, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

Shelby Rognstad, Mayor

ATTEST:

Maree Peck, City Clerk

City Council Members:

YES	NO	ABSTAIN	ABSENT
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1. Eddy
2. Aitken
3. Williamson
4. Camp
5. Ruehle
6. Snedden

LIVE AFTER 5 AGREEMENT 2018

THIS AGREEMENT is made between the CITY OF SANDPOINT, Bonner County, Idaho, an Idaho municipal corporation ("CITY"), and LIVE AFTER 5, DBA Davis Enterprises, Inc., in care of Tyler Davis, President at 3578 East Fernan Terrace Drive, Coeur d Alene, Idaho, 83814 ("LICENSEE"), known collectively as "the parties".

RECITALS

A. CITY owns a parcel of real property located in Sandpoint, Bonner County, Idaho, bordered by Main Street on the north, Third Avenue on the east, Oak Street on the south and Fourth Avenue on the west, commonly known as Farmin Park ("the Park"), and right of way used for parking on Main Street between Third and Fourth Avenues.

B. LICENSEE has requested a license to use the Park, and a section of parking on Main Street from Fourth Avenue to the ingress for ("Main Street Parking Section"), as designated on the attached map, for the purpose of holding a weekly concert series called Live After 5 to provide a concert venue and for businesses to sell food, beverages and or other items as defined in this Agreement.

C. CITY has agreed to authorize such use pursuant to certain terms and conditions, and these parties have agreed to set forth such terms and conditions in this license.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained herein and for value received, the parties agree as follows:

1. LICENSE GRANTED: CITY hereby grants to LICENSEE a license to occupy and use, subject to all of the terms and conditions hereinafter stated, the Park and the Main Street section. LICENSEE shall adhere to all CITY Business and Occupation Registration and License requirements. Sandpoint City Code 3-11-4-B-4 specifically exempts vendors participating in sanctioned events on public property from the fee associated with CITY's Business and Occupation Registration or License. However, LICENSEE shall be required to obtain the same required information from every participating vendor.

2. USE OF PARK, AND THE MAIN STREET SECTION: The Park and permitted right-of-way may be occupied and used by LICENSEE solely for a Concert Series and related vendor activity. Such occupation and use of the Park and permitted right-of-way shall be on Tuesdays between 12:00 P.M. and 10:00 P.M. with time period to include set-up and take-down. Dates permitted shall be Tuesdays, July 3, 10, 17, 24, 31, August 7, 14, 21, 28, for a total of 9 events.

3. CONSIDERATION: Consideration for the use of the Park shall be a Park use fee of three hundred dollars (~~\$300~~ \$440) from LICENSEE for each day reserved with said funds to be placed in the Parks Improvement Fund. Park fees shall be remitted to

the Parks and Recreation Department no later than September 10 30th. Consideration for the use of approved right-of-way shall be a once per season encroachment permit fee of One Hundred Fifty Dollars (\$150). LICENSEE shall agree to pay any and all cost related to additional burden on Public Safety (police and fire) to be determined solely by CITY.

4. USE OF LOCAL VENDORS: LICENSEE agrees first right of refusal for local vendors for food and alcohol sales at each of the events. LICENSEE agrees to a maximum of two (2) food vendors and three (3) alcohol vendors at each event. Vendors must possess any and all current local, State, and Federal permits for legal operation including but not limited to Panhandle Health District 1. LICENSEE shall not include tobacco, firearms, illegal substances or items associated with the use of illegal substances. LICENSEE will provide the dates and names of vendors on Attachment "C" 7 days prior to the date of the first concert scheduled on July 3, 2018.

5. LOCAL OPTION TAX: LICENSEE is responsible for collecting the 1% local option tax for itself and each event vendor for sales associated with this event and shall remit the tax to the City.

6. USE OF LOCAL MUSICIANS: LICENSEE is encouraged to use local musical talent as part of the opening acts at each event.

7. PORTABLE TOILET FACILITIES: LICENSEE is required to supply a minimum of two (2) portable toilet facilities and a location as shown on Exhibit A. Facilities are to be placed at the park after 1:30 on the day of the event and removed by 9:00 am the following morning.

8. LOCATION OF BOOTHS: LICENSEE is further authorized to locate temporary booths for purposes of food and alcohol sales. Booths shall be erected, and all activities of LICENSEE shall be conducted, in a manner to minimize damage to the Park and street. LICENSEE event layout plan to include any and all stages, booths or any other structure and fencing with ingress/egress points shall be submitted for review and approval of both the Fire Chief and Police Chief and be attached hereto as Exhibit A. This plan shall not change in configuration for the term of this Agreement without the written consent of the Fire Chief and Police Chief. Furthermore, LICENSEE agrees to maintain ingress / egress openings from the center of the Park to the street proper for each ingress / egress pathway, as designated on the attached Exhibit A. It is also agreed that all sidewalks will be kept clear of any structure or impediment on Oak Street, N 4th Avenue, N 3rd Avenue but a temporary Impediment on Main Street sidewalk for fencing shall be permitted per the terms of this Agreement. Special consideration and effort will be taken by LICENSEE to minimize turf impact and wear in Farmin Park. Additionally, access to Main Street will remain open and maintain the one way traffic pattern. Without limiting the foregoing, there shall be no vehicles allowed on, or parked on, any grass-covered area, and there shall be no display or sales of products from any vehicle with the exception of a licensed food truck within the permitted boundaries. A clear path of at least 5' shall be maintained for access to and egress from the public restrooms. LICENSEE shall determine location of booths. LICENSEE shall be responsible for permitting and any associated cost for street closure. LICENSEE shall also be responsible for storage, set up, and take down of temporary signage and barricades. Street closure and parking signage shall meet the Manual of Uniform Traffic Control Devices and placement of signs

shall be approved by CITY. No Parking signage, street closure signage shall provide the public with 24 hours advance notice of closures and detours. All tents, canopies, enclosures, shelters and other membrane structures shall comply with the International Fire Code Chapter 24. A copy of the relevant sections is attached hereto as Attachment "B".

9. MAINTENANCE: LICENSEE shall clean the Park and the Main Street section during and immediately following each event and remove all debris from the property. At the conclusion of the termination of this Agreement, LICENSEE agrees to make necessary repairs to the turf at Farmin Park caused solely by LICENSEE as agreed upon by the City of Sandpoint Parks and Recreation Director and Live After 5 organizers. Any and all repairs required will be in addition to, and not a part of, payments discussed in section 3 ("Consideration") of this Agreement.

10. DAMAGE LIABILITY: LICENSEE shall be liable for any damage caused to the Park, its grounds, structures, and flora and/or to Main Street section during each exercise of LICENSEE's rights pursuant to this License. LICENSEE shall deposit with the Parks and Recreation Department, **not less than five (10 5) days prior to the opening of the first event in the series**, the sum of **FIVE HUNDRED DOLLARS (\$500)** as and for a damage deposit for damage caused by the LICENSEE (not general public). Deposit is refundable upon approval of the City of Sandpoint.

11. INSURANCE: LICENSEE, at its own expense shall be responsible for obtaining and maintaining insurance acceptable to CITY insurance agent, which will pay on behalf of LICENSEE to CITY a limit of not less than \$1,000,000 for bodily or personal injury, death, or property damage or loss as a result of any one occurrence or accident, regardless of the number of persons injured or the number of claimants. LICENSEE's insurance policy shall provide for not less than thirty (30) days prior written notice to CITY of any modification or cancellation of such policy. LICENSEE's insurance policy shall name the city as an additional insured. Proof of certificate naming the City as additional insured shall be provided to the City Clerk, for keeping with Lease file, at least 15 days prior to occupancy.

12. OBSERVANCE OF LAWS AND REGULATIONS: LICENSEE shall comply with all laws and regulations of the City of Sandpoint, County of Bonner, State of Idaho, and the United States of America, governing the conducting of its activities, or the occupation or use of the Park and authorized right-of-way.

13. ASSIGNMENT: This License is personal to LICENSEE and shall not inure to its successors or assigns.

14. HOLD HARMLESS: LICENSEE shall indemnify and hold harmless CITY from any and all liability for personal injuries, property damage, or for loss of lives or property resulting from, or in any way connected with, the condition or use of the Park or authorized right-of-way during the term of this License, except liability for personal injury, property damages, or loss of life or property caused solely by the negligence of CITY.

15. RIGHT OF INSPECTION: CITY shall have the right to reasonably inspect the Park and authorized right-of-way during the occupation of the same by LICENSEE in

order to determine if LICENSEE is complying with all the terms and conditions of this Agreement. CITY shall give LICENSEE written notice of each non-complying act or omission by delivering the same to the event coordinator or, if the Event Coordinator is not present, by posting the same in a conspicuous location at the Park, and, in the event such non-compliance shall not be cured within the time required in the notice, this License shall terminate. In the event of such termination, CITY shall have the right to re-enter the Park and the Main Street section, and take possession thereof, at the expense of LICENSEE. Time is of the essence of this Agreement, but any waiver of the right to notify of non-compliance under this paragraph shall be an indulgence by CITY only and shall not, in any event, be a waiver of the right of CITY to require strict compliance with this License at any subsequent time.

16. TERMINATION: Upon termination of this License, LICENSEE, at its own expense, shall peaceably surrender the Park and authorized right-of-way to CITY in the same condition as the Park and the Main Street section were at the commencement of this License, reasonable wear expected.

17. NON-DISCRIMINATION: LICENSEE, in the conducting of its activities pursuant to this License, shall not discriminate against any person because of race, sex, religion, age, color, ancestry or national origin, sexual orientation, or gender identity/expression, by refusing to furnish such person accommodation, facility, privilege or opportunity offered to members of the general public.

18. ENFORCEMENT: In the event CITY is required by any act or omission of LICENSEE to place this License in the hands of its attorney for enforcement or is required to commence any proceeding to enforce the terms of the same, CITY shall be entitled to an award of its costs, fees, and reasonable attorney fees.

IN WITNESS WHEREOF, these parties have subscribed their names the date and year below written.

CITY OF SANDPOINT

Davis Enterprises, Inc

BY: _____
Shelby Rognstad, Mayor

BY: _____
Tyler Davis, President

DATE: _____

DATE: _____

ATTEST:

Maree Peck, City Clerk

LIVE AFTER 5
FARMIN PARK
FACILITIES PLAN AND LAYOUT

Sidewalk / Pedestrian
traffic routes

Live After 5 Footprint



"Transparent Red" AA5 NOT Permitted

INTERNATIONAL FIRE CODE
CHAPTER 24
Tents and Other Membrane Structures

SECTION 2401 - GENERAL

2401.1 Scope.

Tents and membrane structures shall comply with this chapter. The provisions of Section 2403 are applicable only to temporary tents and membrane structures. The provisions of Section 2404 are applicable to temporary and permanent tents and membrane structures.

SECTION 2402 - DEFINITIONS

2402.1 Definitions.

The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

TENT. A structure, enclosure or shelter, with or without sidewalls or drops, constructed of fabric or pliable material supported by any manner except by air or the contents that it protects

2403.9 Anchorage required.

Tents or membrane structures and their appurtenances shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

2404.7 Open or exposed flame.

Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet (6096 mm) of the tent or membrane structures while open to the public unless approved by the fire code official.

2404.15.5 Cooking tents.

Tents with sidewalks or drops where cooking is performed shall be separated from other tents or membrane structures by a minimum of 20 feet (6096 mm).

2404.15.6 Outdoor cooking.

Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 feet (6096 mm) of a tent or membrane structure.

2404.15.7 Electrical heating and cooking equipment.

Electrical cooking and heating equipment shall comply with NFPA 70.

2404.16 LP-gas.

The storage, handling and use of LP-gas and LP-gas equipment shall be in accordance with Sections 2404.16.1 through 2404.16.3.

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